Imaged Certificate of Notice Page 1 of 4 United_States Bankruptcy_Court

In re: Akin Lackey Debtor

District/off: 0313-2

Eastern District of Pennsylvania

CERTIFICATE OF NOTICE

Page 1 of 1

Case No. 18-12518-elf

Date Rcvd: Aug 06, 2019

Chapter 13

Form ID: pdf900 Total Noticed: 1 Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Aug 08, 2019. Akin Lackey, 1235 65th Ave, Unit B, Philadelphia, PA 19126-3608

User: Virginia

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 08, 2019 Signature: /s/Joseph Speetjens

JASON BRETT SCHWARTZ on behalf of Creditor

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 6, 2019 at the address(es) listed below:

> PENNYMAC LOAN SERVICES, LLC paeb@fedphe.com JEROME B. BLANK on behalf of Creditor Ditech Financial LLC paeb@fedphe.com on behalf of Creditor JEROME B. BLANK KEVIN G. MCDONALD on behalf of Creditor KEVIN G. MCDONALD on behalf of Creditor Ditech Financial LLC bkgroup@kmllawgroup.com Partners for Payment Relief DE IV LLC c/o SN Servicing Corp. bkgroup@kmllawgroup.com KEVIN G. MCDONALD on behalf of Creditor DITECH FINANCIAL LLC bkgroup@kmllawgroup.com KEVIN G. MCDONALD on behalf of Creditor MTGLQ Investors, LP bkgroup@kmllawgroup.com KEVIN M. BUTTERY CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST on behalf of Creditor kbuttery@rascrane.com KEVIN M. BUTTERY on behalf of Creditor GREENWICH REVOLVING TRUST BY WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE kbuttery@rascrane.com MARIO J. HANYON on behalf of Creditor Ditech Financial LLC paeb@fedphe.com NICOLE B. LABLETTA on behalf of Creditor Anson Street, LLC nlabletta@pincuslaw.com, brausch@pincuslaw.com PAUL JOSEPH FANELLI on behalf of Creditor New Residential Mortgage LLC c/o NewRez LLC d/b/a Shellpoint Mortgage Servicing pfanelli@pincuslaw.com REBECCA ANN SOLARZ on behalf of Creditor Ditech Financial LLC bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor GREENWICH REVOLVING TRUST BY WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor DITECH FINANCIAL LLC bkgroup@kmllawgroup.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

VAUGHN A. BOOKER on behalf of Debtor Akin Lackey vbs00001@aol.com

ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq. WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 19

Anson Street, LLC jschwartz@mesterschwartz.com

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Stip does not affect confirmed plan

> Akin Lackey CHAPTER 13 Debtor U.S. Bank National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2018-R4 NO. 18-12518 ELF Movant VS. Akin Lackey 11 U.S.C. Section 362

<u>Debtor</u>

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$8,519.85, which breaks down as follows;

Post-Petition Payments:

May 2018 to July 2019 at \$567.99/month

Total Post-Petition Arrears

\$8,519.85

- The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on August 1, 2019 and continuing through January 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$567.99 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$1,419.98 from August 2019 to December 2019 and \$1,419.95 for January 2020 towards the arrearages on or before the last day of each month at the address below;

FAY SERVICING, LLC P.O. BOX 81460 DALLAS, TEXAS 75381-4609

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

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- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4, In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 9. The parties agree that a facsimile signature shall be considered an original signature

Date: July 17, 2019 By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Väughn A. Booker, Esquire

Attorney for Debtor

Date: 7-29-19

William C. Miller, Esquire

NO OBJECTION Chapter 13 Trustee

*without prejudice to any trustee rights and remedles. Case 18-12518-elf Doc 157 Filed 08/08/19 Entered 08/09/19 00:53:45 Desc Imaged Certificate of Notice Page 4 of 4

ORDER

Approved by the Court this 5th		, 2019.	However, the court
retains discretion regarding entry	of any further order		

Bankruptcy Judge Eric L. Frank